

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

FILED
U. S. DISTRICT COURT
DISTRICT OF NEBRASKA

2016 APR 29 PM 4:00

UNITED STATES OF AMERICA,

Plaintiff,

vs.

SCOTT L. MARTIN and
MICHELLE L. MARTIN,

Defendants.

4:16CV3052

FINDINGS OF FACT
AND ORDER

Hearing was held before the Honorable John M. Gerrard, Judge of the Federal District Court, on April 28, 2016, to determine the Plaintiff's right of possession and request for delivery of the following described property: 2011 Trail Runner Camper, 30FQBS, serial number 5SFEB3422BE214746 located in Red Willow County, Nebraska. The Court, having considered the testimony and evidence submitted, finds as follows;

1. On or about April 11, 2013, for value received, the Defendants, Scott L. Martin and Michelle L. Martin, executed and delivered to the United States of America, acting through the Farm Service Agency (FSA), an Agency of the United States Department of Agriculture, a promissory note in the principal sum of \$28,000.00, with interest thereon at a rate of 1.250 percent per annum.

2. To secure payment of the promissory note, the Defendants, Scott L. Martin and Michelle L. Martin, executed and delivered to Plaintiff a

Security Agreement dated April 11, 2013. The security documents were filed, and a lien was entered and filed on April 15, 2013 in Red Willow County.

3. The Security Agreement granted a security interest to Plaintiff in certain chattel property described in those instruments, together with all increases, replacements, substitutions, additions, and accessions thereto. In particular, the Security Agreement granted plaintiff a security interest in a 2011 Trail Runner Camper 30FQBS, Serial Number 5SFEB3422BE214746. Said lien has been duly filed with the Nebraska Department of Motor Vehicles in accordance with statute.

4. The Defendants, Scott L. Martin and Michelle L. Martin, have failed to comply with the terms, conditions, and agreements contained in the promissory note and security agreement and as of April 28, 2016, are in default. The full amount of the indebtedness has been declared due and payable and has not been paid, and the Plaintiff is entitled to foreclose the security agreement.

5. The balance owing on the promissory note, as of April 28, 2016, is \$12,965.79 in principal, accrued interest of \$111.90, for a total of \$13,077.69, with interest accruing after April 28, 2016, at a daily rate of \$0.4440.

6. Farm Service Agency is entitled to possession of a 2011 Trail Runner Camper 30FQBS, Serial Number 5SFEB3422BE214746. The Court

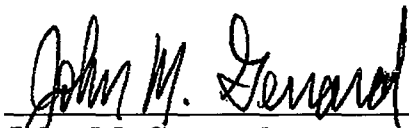
will enter a separate Order of Delivery directing the Red Willow County Sheriff to deliver the subject property to the possession of the FSA.

7. The United States is not required to post bond pursuant to 28 U.S.C. §2408; therefore no bond is ordered.

The Defendants shall have twenty (20) days, or until May 18, 2016, to file a responsive pleading, at which time the matter will be set for further hearing. If no response is filed, the Plaintiff will have the right to sell the above-named property and apply the proceeds first to costs, then to the outstanding indebtedness. Surplus funds, if any, will be paid into the Clerk of the District Court pending further Order.

Dated: April 29, 2016.

BY THE COURT:



John M. Gerrard
United States District Judge